

**FOURTH AMENDMENT TO
THE AGREEMENT FOR SERVICES RELATING TO HARBOR INDUSTRIAL
SEWER MAINTENANCE DISTRICT AND FAIR OAKS SEWER MAINTENANCE
DISTRICT**

This Fourth Amendment to the Agreement dated January 10, 1984 by and between the SOUTH BAYSIDE SYSTEM AUTHORITY (Authority), a public entity, HARBOR INDUSTRIAL SEWER MAINTENANCE DISTRICT and FAIR OAKS SEWER MAINTENANCE DISTRICT (Districts), sewer maintenance districts of the County of San Mateo, State of California, collectively the "Parties".

RECITALS

- A. The Agreement provides for the furnishing of field inspection and related services by Authority to Districts for implementation of the County of San Mateo Uniform Sanitary Sewerage Ordinance, hereinafter "Source Control Services."
- B. The Agreement as amended authorizes reimbursement by Districts of Authority's costs to perform said Source Control Services up to stipulated "not to exceed" limits.
- C. Districts desire to amend the scope of the Source Control Services to include site inspections and services by Authority for programs required under the Sewer System Management Plan (SSMP) including Districts' Fats, Oils, and Grease (FOG) program.
- D. Authority's cost to perform said inspections will increase with the addition of site inspections for the Districts' FOG program.
- E. The Parties desire to amend the "not to exceed" limits of said Agreement.

THEREFORE, IT IS AGREED:

- 1. Paragraph 1. "Services," of said Agreement dated January 10, 1984, between the Parties hereto, is amended to read:

"Services. Authority hereby agrees to furnish field inspection services and related services to County necessary and appropriate for the implementation of County's aforementioned Uniform Sanitary Sewerage Ordinance and for the implementation of sanitary sewerage programs required by the state-mandated Sewer System Management Plan (SSMP), including Districts' Fats, Oils,

and Grease program. Said services shall be performed for and on behalf of District Engineer and in accordance with the requirements of said ordinance and Authority.

County, as governing body of Districts, agrees that it will amend the Uniform Sanitary Sewerage Ordinance as Authority from time to time may require to ensure compliance with state and federal requirements, that will establish criteria for, and restrictions on the nature and quality of, industrial waste discharged either directly or indirectly into Authority's sewerage facilities."

2. Paragraph 2. "Compensation," of said Agreement dated January 10, 1984, between the Parties hereto, is amended to read:

"Compensation. Districts hereby agree to reimburse Authority for the actual costs of the foregoing services in sums and amounts not to exceed, in any one fiscal year, those set forth hereinafter for the respective District:

District	Maximum Reimbursement per Fiscal Year
Harbor Industrial Sewer Maintenance District	\$60,000
Fair Oaks Sewer Maintenance District	\$75,000

3. The "not to exceed" limits set forth in this Amendment to Agreement supersede the "not to exceed" limits set forth in the Amendment to said Agreement dated May 17, 1989, October 2, 1990, and December 15, 1992.

[Signature Page Follows]

SOUTH BAYSIDE SYSTEM AUTHORITY:

Dated: _____

By: _____
Daniel Child, General Manager

ATTEST:

Dated: _____

Secretary, Commission of the South
Bayside System Authority

HARBOR INDUSTRIAL SEWER
MAINTENANCE DISTRICT and FAIR
OAKS SEWER MAINTENANCE DISTRICT
Sewer Maintenance Districts of the County of San Mateo

Dated: _____

By: _____
President, Board of Supervisors

Attest: _____
Clerk of the Board

Resolution No. _____